

LIMITED & GENERAL WARRANTY TERMS

Hill Phoenix, Inc, (d/b/a “Anthony”) products are warranted to be free from defects in materials and workmanship under normal use and maintenance for a period of 12 months from date and place of shipment from Anthony (the “Base Warranty Period”), provided that the installation and maintenance of such products have been performed strictly in accordance with Anthony’ s designated specifications.

Anthony products supplied as original equipment on Hillphoenix products receive Hillphoenix warranty.

All warranty repairs must be approved in advance before services are started. In the event of a qualifying warranty claim, the extent of Anthony’ s liability under the Warranty is limited to the repair or replacement, at Anthony’ s option, of any non- conforming products without charge. All parts will be shipped standard ground freight, with shipping charges being covered by Anthony during the base warranty period. The replacement part is covered under this warranty for the remainder of the applicable Base Warranty Period. In order to be eligible for warranty coverage, customer must: (i) notify Anthony in writing within twenty-four (24) hours upon discovery of a warrant defect, and (ii) comply with the warranty claim procedures provided by Anthony from time to time. Anthony shall provide all necessary parts and labor at its cost to fulfill said Warranty. These warranty terms are incorporated into and governed by the Hill Phoenix, Inc. Terms and Conditions of Sale.

This product warranty does not include labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective parts or replacement parts. Any unauthorized modifications could result in the warranty being voided.

The warranty shall not apply:

1. To any unit or any part thereof which has been subject to an accident, alteration, negligence, misuse or abuse, or which has not been operated in accordance with the Anthony’s recommendations, or in conditions outside of Anthony’s specifications, or if the serial number of the unit has been altered, defaced, or removed.
2. When the unit, or any part thereof, is damaged by fire, flood, or other act of God.
3. To products that are impaired or damaged due to improper installation.
4. When installation and startup forms are not properly completed or returned within two weeks after startup.
5. If the defective part is not returned to the Anthony.
6. To service, maintenance or wear and tear parts (such as lights, starters and ballasts)
7. To cosmetic damage (e.g., scratches, dents, chips, and other damage to appliance finishes), unless such damage results from defects in materials and workmanship and is reported to Anthony within 30 days from date of purchase.
8. To shipping damage.
9. To use in a non-commercial application.
10. Corrosion, discoloration, oxidation, or rust due to exposure to predisposed corrosive environments/atmospheres or contact with product damaging material/chemicals.
11. To service trips where no problem is diagnosed or found in the discretion of Anthony.
12. To removal/reinstallation of product for repair if installed in an inaccessible location.
13. To the use of non-OEM parts for warrantable repair, unless directed by Anthony.
14. To repair/service tools/items.
15. To service trips to teach customer how to use product.
16. To product pick-up or delivery for repair purposes; repairs should take place on the customer’s site unless directed by Anthony.
17. To misdiagnosis or misrepair, including subsequent labor/component repair or replacement.
18. To stolen components.
19. To replacement service parts lost or misplaced on arrival by receiving personnel.
20. To service events on non-DFR products.
21. To excess repair time.
22. To excess required consumables charges, at the discretion of Anthony.
23. If a service contractor takes longer than 120 days from the date of repair completion to submit a warranty invoice/claim.
24. To component/equipment failures, equipment shutdowns, operational performance degradation due to deviations and unauthorized changes to required and/or recommended set-points, parameters, and controls.

Examples of non-warrantable situations include, but are not limited to:

- Non-factory electrical connection or component issues
- Product is operated on low or improper voltages
- Use of extension cords to power the product
- Lack of basic preventative maintenance as outlined by product manuals
- Installation into a mobile application
- Failures or symptoms that result from site mechanical or electrical failures

- Loading of food or other content that prevents the product from operating properly
- 'Yellowing' of lighting products
- Any physical modifications or changes to product(s) will invalidate the warranty

MODIFICATIONS TO GENERAL WARRANTY

The following sets forth certain modifications to the General Warranty for specific products of Anthony:

- For Anthony-manufactured LED lighting products, the Warranty shall remain in effect for 5 years from the date of shipment with respect to components, and for 12 months from the date of shipment with respect to labor
- For a period of 10 years from the shipment date, Anthony will replace sealed glass units that are part of an original Anthony-manufactured door if the seal breaks and internal condensation results.
- For Anthony-manufactured LifePlus Gaskets, the Warranty shall remain in effect for 3 years from the date of shipment with respect to components, and 12 months from the date of shipment with respect to labor.
- For Anthony-manufactured anti-fog coating, the Warranty shall remain in effect for a period of 12 months from the date of shipment.

NO WARRANTY FOR NON-STANDARD PRODUCTS

A " Non-Standard Product" is any product that is different in any manner from any Anthony product that has been previously designed and manufactured by Anthony in accordance with its standard specifications. A Non-Standard Product also includes any standard Anthony product that has been specially designed or modified to meet a particular Buyer specification, or that contains any additional or substituted product, part, accessory, equipment, fixture, component or material, or that has been assembled, manufactured, produced, or installed by any method or process, which is different from Anthony' s standard specifications for such product. Anthony expressly disclaims and makes no warranties, express or implied, as to the condition, design, utility, quality, adequacy, or capacity with respect to any standard or Non-Standard Product, including, without limitation, any warranty of merchantability or fitness of such product for a particular purpose or intended use, whether or not such product has been designated by Anthony as a Non-Standard Product. All Non-Standard Products, whether sold separately, or incorporated and/or attached to standard Anthony products, and all services relating to such products, are sold to and accepted by Buyer " as is" and "with all faults". Without limiting any other provision of this purchase order, Anthony shall have no liability to Buyer for any claim, loss, damage, consequential damages or expenses associated with any Non-Standard Product and/or its use or operation, or any other equipment or property of Buyer caused by or alleged to be caused by any such product or its use or operation, whether directly, indirectly, incidentally or consequentially, or by any inadequacy thereof or deficiency or defect therein. The foregoing exclusion of warranty cannot be modified or waived except as expressly set forth in a writing signed by an officer of Anthony authorized to make such modification or waiver.

REMEDY LIMITATION/DAMAGES EXCLUSION

THE REMEDY OF REPAIR OR PROVISION OF A REPLACEMENT PART WITHOUT CHARGE SHALL BE THE EXCLUSIVE REMEDY FOR ANY WARRANTY CLAIM HEREUNDER. WITHOUT LIMITING THE FOREGOING, ANTHONY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, INDIRECT, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LABOR COST, LOSS OF REFRIGERANT OR FOOD PRODUCTS.

EXCLUSIVE WARRANTY

THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. NO IMPLIED WARRANTY SHALL BE DEEMED CREATED BY COURSE OF DEALING OR USAGE OF TRADE. NO OTHER PERSON IS AUTHORIZED TO EXPAND OR CREATE ANY OBLIGATION GREATER THAN OR MORE EXPANSIVE THAN THE WARRANTY PROVIDED HEREIN. ANTHONY RESERVES THE RIGHT TO CHANGE THE TERMS OF THE WARRANTY AT ITS SOLE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTIFICATION OF SUCH CHANGE.

THE ABOVE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANTHONY SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO PERSONS OR PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANTHONY'S ENTIRE LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS PROVIDED BY ANTHONY IS SOLELY LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCTS TO WHICH THE APPLICABLE CLAIM RELATES.

THIS DOCUMENT DOES NOT GOVERN EXTENDED WARRANTIES AND ANY EXTENDED WARRANTIES PROVIDED BY ANTHONY SHALL BE GOVERNED BY A SEPARATE DOCUMENT AGREED UPON BY ANTHONY.

Submit warranty claims online: <https://www.anthonyintl.com/products/servicewarranty/dfservicewarranty?Company=Anthony>

For warranty service, please contact Anthony at: Phone: 1-833-280-5714